

Floyd Co.

Floyd Co. Deputy Sheriff's Assn.

7/1/2004 6/30/2007

AGREEMENT

Between

FLOYD COUNTY

And

**FLOYD COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

JULY 1, 2004 TO JUNE 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2003 by and between FLOYD COUNTY, SHERIFF'S, hereinafter referred to as the "Employer", and Floyd County Deputy Sheriff's Association hereinafter called the "Association" represents the complete and final agreement on all bargainable issues between the Employer and the Association. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Floyd County Sheriff's department including all regular full-time and regular part-time in the Floyd County Sheriff's Department. In the classification of Deputy Sheriff, Investigator, and Lieutenant/ Night Supervisor, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5742, which excludes the, Secretaries employed in the Floyd County Sheriff's office, Sheriff, Chief Deputy and all other temporary, confidential, and supervisory employees of Floyd County excluded by law.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Association agree to comply with any non-discrimination in employment laws that are applicable.

The parties agree that exceptions to this agreement may be necessary in order to comply with the Americans With Disabilities Act.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall enter into immediate negotiations upon request of the Association for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity, including impasse if necessary.

ARTICLE 4 EMPLOYER RIGHTS

Except as expressly abridged in this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee, employees or the Association regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal. An employee shall discuss a complaint or problem orally with the employee's supervisor within three (3) days period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Association shall present a grievance in writing to the Sheriff or his designated representative within three (3) days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within ten (10) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within three (3) days after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect to have a Association representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article,

it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Association is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be divided equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Association and Employer.

ARTICLE 6 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Normal Hours of Work. The normal work week is forty (40) hours per week. Deputies who work the evening and night shifts normally work 120 hours in a three week work period. Employees normally receive a one-half (1/2) hour to one (1) hour lunch period during the middle of the work day. The Department Head may allow an interruptible fifteen (15) minute break during each four (4) hour work period. However, recognizing that varying demands of the public and the workload occur, the number of hours per day and per week may be changed from time to time by the Sheriff.

Regular part-time employees. Work schedules will be established by the Sheriff.

Overtime. The Sheriff shall determine whether it is necessary for employees to work overtime hours. All Deputies who work in excess of one hundred twenty (120) hours in a three (3) week period shall be allowed to accumulate compensatory time at the rate of one and one-half hours for each hour of overtime worked or will be paid overtime at the rate of one and one-half times the employee's regular hourly rate for each hour of

overtime worked. The choice between cash or compensatory time will be by mutual agreement between the Sheriff and the Deputy.

Employees who have accrued compensatory time may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request, if use of compensatory time does not unduly disrupt the operations of the department or office.

All overtime hours must have prior approval of the Sheriff. Paid leaves, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime.

Court Time/Call in Time. Any employee who is called back to work by the Employer or required to report for Court Duty during the Employees non-work time, shall be paid a minimum of two (2) hours pay, unless such call back is two (2) hours or less prior to the employee's regular shift. Call back does not apply where an employee is ordered to work beyond the employee's regular shift.

ARTICLE 7 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period of one (1) year. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire.

The Association shall be furnished with a seniority list and job classifications of all employees covered by this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on sick leave or unpaid leave of absence or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of a leave of absence.
- (e) Failure to report to work within seven (7) days after receipt of certified mail notification to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

- (f) Seniority rights will be forfeited after the continuous period of layoff
- (g) Employee retires.
- (h) An employee is absent from work for any reason for over six (6) months or for a period of time equal to his/her seniority, whichever is shorter.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Association shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least seniority in the job classification affected will be removed first, provided the employee is qualified and able to perform the work available, in the judgment of the Sheriff. The employee removed can then replace the least senior employee in any lower job classification, provided the employee is qualified and able to perform the work available. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

ARTICLE 8 LEAVES OF ABSENCE

All regular full-time employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave. All regular full time Deputies will earn sick leave at the rate of two (2) days per month. Regular full-time employees may accumulate sick leave days to a maximum of 110 working days. When sick leave is taken, it will be earned back at the above rate to the maximums. If it is necessary to be absent due to illness or injury, the employee will notify the department head immediately. The employee must state the nature of the illness or injury, doctor's name (if an appointment), and estimated time of absence, if known. The purpose of the sick leave is to provide an income to the employee through a period of illness or injury which is not job related. Sick leave is not to be used as vacation time, work related injury or illness time, funeral leave, termination or retirement benefits. When an absence chargeable to sick leave exceeds the accumulated sick leave, the additional time shall be first charged against vacation time, if any exists. If the absence continues beyond the limit of earned sick leave, vacation time and/or the employee may be granted unpaid leave.

The employee, at his/her option, may supplement his/her Workers Compensation check with accumulated sick leave.

Family Death. In the event of death of a regular full-time employee's parent, spouse or child, said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's parent, parent-in-law, brother, sister, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. In the death of a brother-in-law, sister-in-law, grandparent or grandchild, an employee may be allowed time off with pay, not to exceed one (1) day.

The employee shall notify the Sheriff or his designated representative prior to attending a funeral. Any additional time off needed may be deducted from the employee's vacation, if available.

Military Leave. A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty Leave. Any full-time employee who is selected for jury duty shall receive paid leave of absence for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee. When released from duty during working hours, the employee will report to work within two (2) hours.

Unpaid Leave of Absence. An unpaid leave of absence may be granted by the Sheriff for a period not to exceed six (6) months duration for illness and other legitimate reasons. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn vacation or sick leave or other benefits;
- (c) does not collect sick leave;
- (d) does not contribute to retirement programs;
- (e) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired.

Family and Medical Leave - The parties agree to comply with all provisions of the Family and Medical Leave Act, and the policy established by the County

ARTICLE 9 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

**After one (1) year of continuous service, five (5) working days
After two (2) years of continuous service, ten (10) working days
After eight (8) years of continuous service, fifteen (15) working days
After fifteen (15) years of continuous service, twenty (20) working days**

Vacation time cannot be carried over from one year to the next unless approved in writing by the Sheriff.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments.

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 10 HOLIDAYS

Regular full-time employees, who have completed his/her probationary period, are eligible for ten paid holidays. The Board of Supervisors shall determine the county holiday schedule on an annual basis. In the event that the schedule, as determined by the Board of Supervisors, does not total ten days the employee shall be entitled to personal days to make up the difference between the schedule and the ten days called for by the agreement.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be credited with an extra eight (8) hours. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

An employee on layoff or leave of absence is not eligible for holiday pay.

ARTICLE 11 PERSONAL DAY

After one (1) year of continuous full-time service, regular full-time employee and eligible for three (3) personal days per year. Request for time off under this section must be made to and approved by the Sheriff. Carry over of personal days is not allowed unless approved in advance by the Sheriff.

ARTICLE 12

THE EMPLOYER AGREES TO PAY THE SINGLE PREMIUM FOR EACH ELIGIBLE REGULAR FULL TIME EMPLOYEE FOR THE HEALTH AND MAJOR MEDICAL GROUP PROGRAM CURRENTLY IN EFFECT. THE EMPLOYER AGREES THAT IT WILL PICK UP 75% OF ANY INCREASED COSTS OF THE DEPENDENT COVERAGE.

IN A CALENDAR YEAR, AN EMPLOYEE WILL PAY THE DEDUCTIBLE LISTED IN THE FLOYD COUNTY EMPLOYEE HEALTH PLAN. AT THE END OF A CALENDAR YEAR, THE EMPLOYEE SHALL SHOW PROOF OF ACTUAL DEDUCTIBLE PAID, AND SHALL BE REIMBURSED THE AMOUNT OVER THE INITIAL \$100.00 FOR SINGLE AND \$200.00 FOR FAMILY.

ARTICLE 13 DUES CHECKOFF AND INDEMNIFICATION

The County agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Association having jurisdiction over such employees and agrees to remit to said Local Association all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Association agrees to hold the Employer harmless from any liability incurred by the deduction of Association dues or initiation fees from the wages of any employee in the bargaining unit as provided by this Section.

ARTICLE 14 STEWARDS

The County recognizes the right of the Association to designate job stewards to handle such Association business as may from time to time be delegated to them by the Association.

ARTICLE 15 LONGEVITY

In addition to the annual salary as herein above mentioned, all members of the Association having completed 4 years of service shall receive an additional income of \$20 per month. After completion of 8 years, employee shall receive \$30 per month, after 12 years, employee shall receive \$40 per month, after 16 years, employee shall receive \$50 per month, after 20 years, employee shall receive \$60 per month, after 24 years, employee shall receive \$70 per month, and after 28 years, employee shall receive \$80 per month.

**ARTICLE 16
HEALTH ISSUES**

The County agrees to pay the cost of the vision exam for each Association member once every two (2) years. Any glasses or contacts prescribed will be paid by the Employee.

The County will continue to provide physical examinations at the hospital according to the current county policies.

**ARTICLE 17
REPLACEMENT OF DAMAGED PERSONAL ITEMS**

The County agrees to reimburse employees for damage to personal items that are damaged while performing their job responsibilities. Only damage to personal items authorized by the Sheriff for use on duty shall be reimbursed. For example, reasonably priced eye glasses and wrist watches are authorized items, necklaces are not. The definition of authorized items can be changed according to Department procedures as established by the Sheriff.

**ARTICLE 18
CLEANING ALLOWANCE**

Deputies shall receive \$100 per year cleaning allowance payable by the County in January of each year.

**ARTICLE 19
WAGES**

Employees covered by the provisions of this agreement shall be compensated as set forth in Appendix A.

ARTICLE 20

RETIREMENT ISSUES

THE EMPLOYER AGREES THAT IF A DEPUTY RETIRES, THAT DEPUTY, IN THE YEAR BEFORE THEIR RETIREMENT FROM EMPLOYMENT CAN CARRY OVER 10 DAYS OF VACATION INTO THEIR LAST YEAR AND WILL BE PAID FOR THESE DAYS WHEN THE DEPUTY RETIRES.

THIS WILL ONLY APPLY IF THE DEPUTY RETIRES AND IMMEDIATELY STARTS TO DRAW THEIR RETIREMENT PENSION. IT WILL NOT APPLY IF A DEPUTY LEAVES EMPLOYMENT PRIOR TO THEM DRAWING THEIR RETIREMENT PENSION.

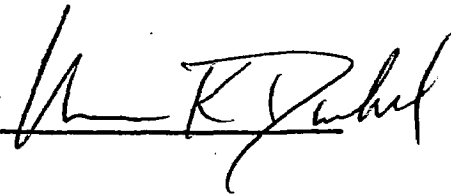
ARTICLE 21

DURATION

THIS AGREEMENT SHALL BE EFFECTIVE FROM JULY 1, 2004
AND SHALL CONTINUE TO REMAIN IN FULL FORCE AND
EFFECT UNTIL ITS EXPIRATION AT MIDNIGHT JUNE 30, 2007.

SIGNED THIS 27 DAY OF January, 2003⁴

FLOYD COUNTY IOWA
CHAIRMAN, BOARD OF SUPERVISORS

BY 

FLOYD COUNTY
DEPUTY SHERIFFS
ASSOCIATION

BY 
PRESIDENT

BY 
VICE PRESIDENT

APPENDIX A **DEPUTY WAGES**

JULY 1, 2004

START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
\$30,064	\$32,255	\$34,448	\$36,577	\$38,457	\$39,710	\$40,961	\$42,214

JULY 1, 2005

START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
\$30,816	\$33,062	\$35,310	\$37,492	\$39,418	\$40,702	\$41,985	\$43,269

JULY 1, 2006

START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
\$31,741	\$34,054	\$36,369	\$38,616	\$40,601	\$41,923	\$43,245	\$44,567

IF A NEW DEPUTY IS HIRED DURING THE LIFE OF THIS CONTRACT AND THE PERSON IS ILEA CERTIFIED, THAT PERSON'S STARTING SALARY SHOULD COMMENCE WITH THE STEP 1 SALARY FIGURE. IF THE PERSON IS NOT ILEA CERTIFIED, THAT PERSON'S STARTING SALARY SHALL BE THE START SALARY OF THE WAGE SCHEDULE.